II. CONTINUOUS SERVICE

Continuous service is that time of employment of St. James Community Hospital which is considered uninterrupted and is used to compute employee benefits, such as vacations, paid holidays, etc. Continuous service is broken by:

AGREEMENT

This Agreement entered into between Saint James Community Hospital, Butte, Montana, hereinafter referred to as the "Employer" and the Women's Protective Union, Local Number Four Hundred Fifty-seven (457), hereinafter referred to as the "Union",

WITNESSETH:

1. RECOGNITION AND MEMBERSHIP

1. The Employer recognizes the Union as the sole representative, for bargaining purposes, of the female employees in the job classifications set forth under Wages.

2. All female employees, who perform work in the job classifications set forth under Wages, who are members of the Union in good standing shall remain members in good standing for the term of this Agreement; and those who are not members of the Union shall become members within thirty-one (31) days of the effective date of this Agreement and remain members of the Union in good standing for the term of this Agreement; and new employees hired after the effective date of this Agreement shall within thirty-one (31) days of their beginning date of employment become members of the Union in good standing for the term of this Agreement.

3. The following are examples of time the employee shall be considered as being employed:

   a. Any time an employee is required to work overtime or on any other scheduled or unscheduled work.
   b. Any time an employee is absent from work due to illness or injury.
   c. Any time an employee is on paid vacation or sick leave.
   d. Any time an employee is on paid holidays.

   The payment for these periods of time shall be computed as follows:

   a. Overtime: Time and one-half (1 1/2) times the employee's regular hourly rate for each hour worked in excess of eight (8) hours in any one day or forty (40) hours in any one week. In no case shall overtime pay be paid twice for the same hours worked.
   b. Absent from work: The employee shall receive the same pay for the time the employee is absent from work due to illness or injury as the employee receives for the time the employee is employed.
   c. Paid vacation: The employee shall receive the same pay for the time the employee is on paid vacation as the employee receives for the time the employee is employed.
   d. Paid holidays: The employee shall receive the same pay for the time the employee is on paid holidays as the employee receives for the time the employee is employed.

   The above examples are not all inclusive and the Employer shall have the final determination as to whether the employee shall be considered as being employed in any period.
Continuous service is that time of employment at St. James Community Hospital which is considered unbroken and is used to compute employee benefits, such as:

1. Full-time employees will receive a vacation allowance of one week (forty-eight straight time hours) of pay after one year (2080 hours) of continuous service.
2. A termination - voluntary resignation of an employee.
3. A discharge - separation due to misconduct or negligence in line of duty.
4. Failure to report for work at the expiration of a leave of absence and in accordance with the terms of the leave. An employee not exceeding 31 calendar days (15 working days) shall be considered as days worked for the purpose of computing hours needed for continuous service.
5. Release or dismissal because of inability to perform work satisfactorily.
6. A transfer from full-time to part-time. (This affects continuous service only in that the benefits of a part-time employee are not the same as those of a full-time employee.)

Full-time employees will receive a vacation allowance of one (1) week (eighty (80) hours) at straight time rate of pay after five (5) years of continuous service.

Full-time employees will receive a vacation allowance of three (3) weeks (120 hours) at straight time rate of pay after fifteen (15) years of continuous service.

Employees who regularly work forty (40) hours per week shall be considered full-time employees.

Employees who regularly work at least sixteen (16) hours per week but less than forty (40) hours per week shall be considered as part-time employees. Part-time employees shall be paid at the hourly rate set forth under WAGES. Part-time employees shall be eligible for vacation pay set forth under VACATIONS and shall not be eligible for holiday pay or other fringe benefits accorded full-time employees.

Schedule of vacations are to be prepared by the Employer who shall take reasonable action.
VACATIONS

A. FULL-TIME EMPLOYEES

1. Full-time employees will receive a vacation allowance of one week (forty (40) hours) at straight time rate of pay after one year (2080 hours) of continuous service.

2. If a part-time employee takes off two (2) payroll (bi-monthly) periods in a row for the same reason, the employee will forfeit the vacation allowance for the year. Employer, not exceeding 21 calendar days (15 working days) shall be considered as days worked for the purpose of computing hours needed for vacations.

3. Full-time employees will receive a vacation allowance of two (2) weeks (eighty (80) hours) at straight time rate of pay with the completion of two (2) through four (4) years of continuous service.

4. Full-time employees will receive a vacation allowance of three (3) weeks (one hundred twenty (120) hours) at straight time rate of pay after five (5) years of continuous service.

5. If a holiday (see Holidays) occurs during an employee's scheduled vacation, the employee shall receive five (5) hours of holiday pay.

6. Schedules of vacations are to be prepared by the Employer who shall take into consideration requests of employees.

7. Any unearned vacation time allowed shall be paid at the straight time rate for the hours worked and be paid five (5) hours at straight time rate for each day not worked provided that:

8. Vacation time off must be taken within six months of the payment of the vacation allowance. Salary payment may not be taken in lieu of vacation time off.
V. VACATIONS (continued)

B. PART-TIME EMPLOYEES

1. Part-time employees must work a minimum of 832 hours per year (continuous service date to continuous service date) to receive a pro-rated vacation based on actual hours worked.

2. If a part-time employee takes off two (2) payroll (bi-monthly) periods in succession, the employee will forfeit the vacation allowance for the year.

VI. HOLIDAYS


1. Each full-time employee not on authorized leave of absence or excused absence shall be paid for five (5) hours at straight time rate of pay on any of the above holidays not worked provided that:
   a. Such employee is on the active payroll of the Employer and
   b. has worked at least thirty (30) days immediately preceding the holiday involved, and
   c. works her scheduled work day immediately preceding and her scheduled work day immediately following the holiday involved.

2. An employee who is scheduled to work on any holiday and does not work said day shall receive no pay for such holiday.

3. Any employee working on any of such holidays shall be paid at the straight time rate for the hours worked and be paid five (5) hours at straight time hourly rate as holiday pay, in accordance with the above specified conditions in (1) and (2) above.
VII MEALS

1. Employees shall receive meals on days on which they work.

2. After employees, except dietary employees, have been working a minimum of four (4) hours they will have a "regularly scheduled", designated meal period for thirty (30) minutes. Dietary personnel shall be entitled to a "non-scheduled" thirty (30) minute meal period. It is understood that the thirty (30) minutes begin at the time the employee leaves her work station. No more than thirty (30) minutes may elapse until she returns to her work station.

3. Other meals must be eaten before or after the day's work of eight (8) hours.

4. The value of these meals, for dietary and housekeeping personnel, shall be reported as gross earnings in accordance with the amended Internal Revenue Code of 1954 (Section 1119-1 (a) (2)) and pursuant to the interpretation thereof by the Office of the U. S. Treasury Department, Internal Revenue Service, District Director, Helena, Montana 59601.

VIII WAGES

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VIII WAGES (continued)

1. No employee shall receive less than the hourly rate she is being paid at the
effective date of this Agreement provided, however, she is not transferred to
a different position.

2. In cases where an employee occupies a position which combines two or more classifi-
cations of work she shall be paid at the rate of the higher classification.

3. The minimum wage as stated above shall not prevent the employer from paying
more to a superior employee.

4. Temporary transfers of employees for the purpose of on the job training to a
higher rated job, for a period not to exceed thirty (30) working days, may be
made without change of rates. If the employee in training assumes the full
responsibility of the higher rated job before the end of the said thirty (30)
working days period, the employee will be paid the higher rate at the time she
assumes the full responsibility.

IX UNION REPRESENTATIVE

The business agent of the Union, or her authorized representative, may contact
employees of the hospital provided that each such visit be approved by the design-
ated representative of the Employer and that no interference with the work of the
employee shall result.

X MANAGEMENT RIGHTS

The employer has the exclusive duty and right to determine the quality and quantity
of patient care, to manage the business and schedule work. The right to hire, lay
off, promote, transfer, discharge for cause, maintain discipline, determine job
classifications and specifications, require observance of Employer's rules and regu-
lations and maintain efficiency of the employees is the sole responsibility of the
Employer, provided that union members shall not be discriminated against as such and
that the Employer shall not exercise these rights in violation of the provisions
of this Agreement. The foregoing enumeration of Employer's rights shall not be
deemed to exclude other functions not specifically set forth, the Employer, there-fore, retains all rights not otherwise specifically covered by this Agreement.

**XI GRIEVANCE PROCEDURE**

Any claim of an employee arising out of the interpretation of or adherence to the terms or provisions of this Agreement shall first be taken up by the employee with the supervisor or department head for adjustment within five (5) days and,

a. if not satisfactorily settled, then shall be written within three (3) days, in duplicate, and the original shall be given by the employee to the Administrator of the Hospital or her appointed representative, and

b. if not then satisfactorily settled, it shall constitute a grievance and shall be submitted for settlement under the grievance procedure herein provided within three (3) days. With respect to any such grievance the aggrieved party shall give written notice of the grievance to the other party setting forth the grievance in detail and requesting submission of the grievance for immediate settlement.

c. In no case shall there be any consideration given to any grievance unless such notice is submitted by the aggrieved party to the other party within twenty (20) days after the occurrence of the grievance (except that as to grievance over wages, hours, vacation and days off provisions of this Agreement. Such notice shall be timely if given within twenty (20) days after the regular payday for the period in which the violation occurred.) Failure to give such notice shall constitute a permanent waiver and bar of such grievance.

d. If such controversy cannot be settled promptly between the Employer and the Union within five (5) days after such notice of grievance, the matter shall be referred to a Board of Arbitration.
XII ARBITRATION

The Board of Arbitration shall consist of one (1) member selected by the Employer and one (1) member selected by the Union. In the event this arbitration committee cannot agree to an adjustment of such dispute or grievance within five (5) working days after their first meeting, the two so selected shall select a third member who shall serve as impartial chairman. But, if said arbitrators are unable to agree upon the selection of an impartial chairman within three (3) working days, then both parties must request the Federal Mediation and Conciliation Service (an organization established for purposes similar to this, but not having jurisdiction with respect to the Agreement) to submit a list of five (5) names of individuals that would serve as a neutral arbitration in the dispute. Each party shall alternately strike two (2) names from the list, and the remaining name to be the individual who shall function as a neutral member and Chairman of the Arbitration Board. The decision of the Board of Arbitration shall be made promptly after the conclusion of the Arbitration hearing. The Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement. The decision or award by said arbitrators, or a majority of them, shall be final and binding upon the parties. The expenses of the neutral member and chairman of the Board of Arbitration shall be borne by the parties equally.

Excluded from arbitration are wage rates, job classifications and specifications, and management rights as outlined under MANAGEMENT RIGHTS.

XIII TERM OF AGREEMENT

This Agreement shall continue in full force and effect from February 5, 1969 to February 4, 1972 inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to the end of any twelve (12) month effective period either party
shall serve written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. In this event the parties shall attempt to reach an agreement with respect to the proposed change or changes, and at least forty-five (45) days prior to the expiration date of the Agreement, meetings to consider such changes will be held by the parties. In the event the parties do not reach a written agreement by the expiration date of February 4, in the particular year, as provided for herein, then this Agreement shall in all respects be deemed void and terminated.

The parties hereto by written agreement may extend said period for the purpose of reaching a new Agreement.

IN WITNESS WHEREOF, the Union and the Employer have caused this Agreement to be executed in their names by their duly authorized representatives at Butte, Montana, this 31st day of January, 1969.

WOMEN'S PROTECTIVE UNION LOCAL #457
By: Blanche Copenhaver, President
By: Margaret Harrington, Financial Secretary
By: Val Webster, Business Agent

SAINT JAMES COMMUNITY HOSPITAL
By: Sister Mary Canjar, Administrator
By: Sister Viola Peterson, Acting Administrator
ARTICLE V - VACATION

Union Proposal:
Amend second paragraph Section 2 to read:

Full-time employees will receive a vacation allowance of three (3) weeks (one hundred twenty (120) hours) at straight time rate of pay after five (5) years of continuous service.

Add - Section 6
Part-time employees who complete one year or more of continuous service will receive vacation pay in accordance with the vacation article, pro-rated on the number of hours worked at straight time rate of pay.

Hospital Proposal: (Amendments are underlined)
Accept proposal on full-time employees: amend to read:

A. FULL-TIME EMPLOYEES

2. Full-time employee will receive a vacation allowance of two (2) weeks (eighty (80) hours) at straight time rate of pay with the completion of two (2) through four (4) years of continuous service.

3. Full-time employees will receive a vacation allowance of three (3) weeks (one hundred twenty (120) hours) at straight time rate of pay after five (5) years of continuous service.

Change Section 3 to 1.

Change Section 4 to 5.

Change Section 5 to 6.

B. PART-TIME EMPLOYEES

1. Part-time employees must work a minimum of 832 hours per year (continuous service date to continuous service date) to receive a pro-rated vacation based on actual hours worked.
Hospital Proposal (continued)

2. If part-time employee takes off two (2) payroll periods or more per year, the employee will forfeit the vacation allowance for the year.

104 per hour - 1st year Feb 5-1969 - Feb 4-1970
104 " " 2nd year Feb 5-1970 - " 4-1971
104 " " 3rd year Feb 5-1971 - Feb 4-1972